

UNIVERSITY SERVICES AGREEMENT
(Davis JUSD)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis University Writing Project and its Area 3 Writing Project (the Facility) and Davis JUSD (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. University shall provide workshop presentations for Sponsor wherein A3WP teacher leaders will work with Sponsor's staff for grades 7-12 as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence. Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date last signed below continuing through June 15, 2020.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates for 20 hours and shall not exceed \$ 6000. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's

receipt of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.

- 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

- 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.

- 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.

7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however,

University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30-day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University shall agree, to an additional delay period not exceeding 30 days. University shall not publish Sponsor's Confidential Information.
10. Use of Names. Neither party shall use the name of the other in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party. However, each party may, without seeking such written approval, make true and accurate statements of its connection with the other party regarding this

agreement and the terms hereof. Permission for use may be withdrawn at interests of its institution.

11. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
12. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 12.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

SPONSOR

Business & Revenue Contracts
University of California, Davis

One Shields Avenue
Davis, CA 95616

Davis JUSD
Troy Allen, Director of Secondary Education
and Leadership
526 B. St.
Davis, CA 95616

Phone#: 530-757-5300
Email: tallen@djud.net

- 12.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Karen Smith
Area 3 Writing Project
University of California, Davis
Voorhies Hall
Davis, CA 95616

Telephone: (530) 752-8392
E-mail: krnsmith@ucdavis.edu
kmsmith22@gmail.com

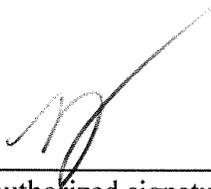
13. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
14. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
15. Governing Law. This agreement shall be construed pursuant to California law.
16. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
17. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

18. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SPONSOR

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

By: _____
Steven Kobayashi

Print name: Bruce E. Colby

Associate Director – Procurement & Contracting Services
UC Davis Contracting Services

Title: Chief Business Officer

Date: 2-18-2020

Date: February 27, 2020

**EXHIBIT A
SCOPE OF WORK**

University Facility: University of California, Davis; Area 3 Writing Project

Sponsor: **Davis JUSD**

Sponsor's contact:

Troy Allen
Director of Secondary Education and
Leadership
526 B St
Davis CA 95616
530-757-5300
tallen@djusd.net

Facility's contact:

Karen Smith, Director
Area 3 Writing Project
Voorhies Hall
University of California, Davis
One Shields Avenue
Davis, CA 95616
530-752-8392
kmsmith22@gmail.com
krnsmith@ucdavis.edu

Services provided by the Facility:

A3WP will provide:

Professional development for teachers on the teaching of writing on the following dates:

Subject matter shall include one or more of the following areas:

- California State Standards for the English/Language Arts in reading, writing, speaking and listening:* Workshops designed to enhance lesson and unit planning aligned to the California State Standards with a particular emphasis on writing.
- Writing across the content areas:* Workshops focused on ways to engage students in writing in all content areas which may include math, social science, science, career-ed tech, health and others as needed.
- English Learners:* Workshops focused on strategies and instruction to improve the reading and writing performance of English Learners. Strategies will be applicable to all learners.
- Digital literacy:* Workshops focused on the ways in which digital tools can be used to engage students and enhance student learning in all content areas.
- Writing assessment:* Workshops focused on calibration to writing rubrics and norming and use of anchor papers to assess student writing
- Building the community of writers/Foundations:* Workshops focused on building the foundation for a successful writing community with the conditions for an effective writing

classroom, directed instruction for writing and writers' notebooks.

After-school or summer programs for students/family/community: Workshops designed for students/family/community to engage in literacy activities including reading and writing.

Sponsor will provide:

- Space for presenters and participants
- Equipment (LCD projector and document camera) and duplicated materials

Workshops for secondary teachers
Dates TBD February and June, 2020
Not to exceed 20 hours

No university equipment will be used.